

**Superior Court of California
County Of San Bernardino**

**Executive Office
172 West Third Street, 2nd Floor
San Bernardino, CA 92415**

Request for Bids

**Pallet Rack System for Courts
Records Center**

**Bid No. 06-09
Bid Due Date: March 22. 2006
Time: 10:00 a.m.**

No late bids will be accepted

Go to web address to download bid document

<http://www.sbcounty.gov/courts/>

INDEX

<u>Section</u>	<u>Page</u>	<u>Document must be completed</u>
Notice to Bidders	1	
Background	2	
Instructions	3-5	
Terms & Conditions	6-12	
Designation of Subcontractors Attachment A	13	
Workers Compensation Insurance Attachment B	14	
Statement of Work	15	
Pricing Sheet	16	X
Bid Document Agreement	17	X
Qualifications of Vendor	18	X
Plan Drawing Layout Attachment C	19	
Map	20	

NOTICE TO BIDDERS

Agency: Superior Court of California, County of San Bernardino
Executive Office

**Bid Due
Date:** March 22, 2006

Time: 10:00 a.m.

Project: Pallet Rack System Installation

**Submission
Of Bids:**

Bids must be submitted in a sealed envelope and clearly marked on the outside of envelope lower left-hand corner with: **bid number, due date and project title. No late bids will be accepted. It is the responsibility of bidder to assure their bid is received at the location indicated in the Purchasing Service Unit. Addendums may be posted on Court website. It is the responsibility of bidders to verify addendums prior to bidding.**

Sent To: Superior Court of California, County of San Bernardino
Executive Office - Purchasing Services Unit
172 West Third Street, 2nd Floor
San Bernardino, CA 92415-0302

**Pre-Bid
Job Walk** 780 Gifford Ave
San Bernardino, CA 92415
Date: March 7, 2006 Time: 1:30 pm
Job Walk Mandatory
Project plans to be handed out at job walk

Contact: Questions regarding bidding and contracting with the Court
Steve Records, Purchasing Manager (909) 387-6794

Project Manager contact: Denise Courson (909) 388-4373

**Special
Conditions:** N/A

1. DEFINITIONS:

- 1.1 "COURT" shall mean the Superior Court of California, County of San Bernardino.
- 1.2 "PROPOSAL" shall mean the response to this Request For Bids and is interchangeable with Quote and Bid.
- 1.3 "OFFEROR" shall mean any person, firm, partnership, or corporation submitting a proposal to the Court in response to this solicitation.
- 1.4 "CONTRACTOR" shall mean the offeror whose proposal is accepted by the Court and who has entered into an agreement with the Court to provide the products/services described herein.
- 1.5 "VENDOR" shall mean the same, as contractor, bidder or offeror and all terms are interchangeable.
- 1.6 "CONTRACT" shall mean document executed upon acceptance of bidders offer including terms and conditions incorporated in the bid/proposal.

BACKGROUND:

The Court Executive Office provides administrative and business support to 12 District Courts in the County of San Bernardino. The Court's centralized purchasing department supports all the Courts on their procurement needs.

The Court Records Center that facilitates storage for the courts records is seeking qualified contractor to install Pallet Rack System at their facility.

Calendar of Events	Date
Release of Bid	February 23, 2006
Pre-Bid Job Walk	March 7, 2006
Bid due	March 22, 2006
Bid Evaluations	March 22-24, 2006
Pre-Job Planning Meeting	TBD
Scheduled Completion	April 27, 2006

Instructions

1.1 BID/PROPOSAL SUBMITTAL:

Vendors shall conform to all instructions and conditions as specified in the proposal document. Bids must be submitted on Court bid form. Bidders are to submit the complete bid document and any addendums. Failure to properly complete the bid document may result in bid being rejected. Bid documents may be accessed through the Court's Website: www.sbcounty.gov/courts/

1.2 PROPOSAL RETURN:

All proposals must be sealed in an envelope and clearly state on the outside of the envelope in the lower left-hand corner: bid number, bid due date and project title.

1.3 LATE PROPOSALS:

NO LATE PROPOSALS WILL BE ACCEPTED. ANY LATE BIDS RECEIVED WILL BE RETURNED UNOPENED TO THE PROSPECTIVE BIDDER. IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE BIDS HAVE BEEN RECEIVED BY THE COURT.

1.4 PROPOSAL OPENING:

Proposals will be opened on the date and time indicated. No determination of award shall be made at that time. Bidders may be present at bid opening if they choose to do so.

1.5 PROPOSAL PREPARATION INSTRUCTIONS:

Bids must be typed OR written legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Proposals must be verified before submission as they cannot be withdrawn or corrected after bid opening. The Court will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.

1.6 PROPOSAL/BID PREPARATION COST:

Cost for preparing the bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the Court. All proposals received shall become the property of the Court.

1.7 ACCEPTANCES OR REJECTION OF PROPOSALS:

Proposals are subject to acceptance anytime within **sixty (60)** calendar days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties. The Court reserves the right to reject any and all proposals received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests. The Court realizes that conditions other than price are important and may award based on unit prices or on cumulative totals; whichever method is determined to be in its best interest; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

1.8 PRICE GUARANTEE:

All pricing quoted in this proposal shall remain valid for sixty (60) calendar days after the bid closing date.

1.9 PAYMENT:

Payment is made upon completion of project or receipt of goods.

1.10 DELIVERY:

Delivery is a part of the consideration and must be stated in definite terms and adhered to. Any damaged items shall be returned to the vendor and replaced with new items. Vendor shall be responsible for picking up items and any cost incurred.

2.0 VENDORS GUARANTEE:

- A. In quoting, the vendor guarantees to make delivery of all items quoted, either from their stock, from warehouse stocks, or via manufacturer's shipment. If unavailable from Vendor's stock or if Vendor is unable to secure from warehouse or manufacturer, it shall be the Vendor's responsibility to obtain identical items from any other source having that identical item.
- B. Default by Vendor: the Court may procure the items from other sources and will charge the contract holder for excess costs so paid, and the prices paid by the Court shall be considered to be the prevailing market price at the time such purchase is made.

2.1 AWARD:

The Court reserves the option to make award(s) as it deems to be in the best interest of the Court. In addition, the Court reserves the right to reject, in its sole discretion, any or all bids, or any portions thereof, and to reject any items thereon. Court may, at its sole discretion, cancel this solicitation or any part of this solicitation at any time.

2.2 INVOICES:

Invoices must reflect both the purchase order number and proof of delivery to initiate payment.

RETURNED MERCHANDISE:

In quoting, the Vendor agrees to give full credit on returned merchandise resulting from this proposal. Upon Return Authorization vendor to issue credit within 30 calendar days from (RGA)

2.3 COMPLETION OF PROPOSAL:

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid items as equal, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute of equivalent items by providing samples for evaluation at no cost to the Court. The Court reserves the exclusive right to accept or reject any item.

2.4 PROTEST & APPEAL:

Only bidders may appeal the recommended award. Any appeal must be in writing, containing the Bid number, and be submitted within ten (10) calendar days prior to the Intent to Award. Appeals shall only be accepted on the following grounds:

- The Court failed to follow the selection procedures and adhere to the requirements specified in the Bid or any amendments or addenda.
- There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- There has been a violation of a State or Federal law.

Appeals will not be accepted on any other grounds.

2.5 IMPROPER CONDUCT:

Only individuals designated as authorized to respond to questions related to this Bid shall be contacted. Any bidder attempting to contact Court employees other than persons identified or during the pending award may be disqualified. Any bidder that engages in offering bribery or gratuities to Court employee for the purpose of influencing the bid outcome or award will disqualify.

2.6 INACCURACIES OR MISREPRESENTATIONS:

If in the course of the Bid/RFP process or in the administration of a resulting contract, Court determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to Court, the Vendor may be terminated from the Bid/RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

2.7 TERMINATION CLAUSE:

- a. In the event the Court exercises the right to terminate the contract for dissatisfaction, the Court will give the Contractor three (3) days written notice of such termination.
- b. The Court and the Vendor each reserve the right to cancel, for any reason, all or any portion of the services/products covered by this contract. To exercise this right, a thirty (30) - day written notice must be given.

2.8 INDEMNITY AGREEMENT:

The vendor agrees to fully indemnify and defend the Court against any and all loss, damage, liability, claim, demand, suit or cause of action resulting from injury or harm to any person or property arising out of or in any way connected with the performance of work or service under this contract, excepting only such injury or harm as may be caused solely and exclusively by the fault or negligence of the Court.

2.9 ASSIGNMENT:

The vendor/contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Court thereto.

Terms and Conditions

3.0 TIME OF COMPLETION

The undersigned agrees to complete the work within: (30) calendar days from date stipulated when notice to proceed or authorization to start work.

Bidders shall examine all the bid documents, including the drawings, perform their own estimates for the proposed work, taking into account, local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.

Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

3.1 STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications.

3.2 INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation Insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned. The certified copies, certificates and additional endorsements shall be on file with the Court prior to commencement of work. All insurance policies shall name the Superior Court of California, County of San Bernardino as named insured. All coverage shall be subject to approval by the Superior Court for adequacy of protection.

3.3 BONDS

If this Bidder is successful, the undersigned agrees to furnish a payment bond ~~and performance bond~~ in an amount equal to one hundred percent **(100%)** of the contract price. This bond shall be secured from a surety company satisfactory to the Superior Court within ten (10) calendar days of the contract award. Any extension on submitting Bonds shall be at the discretion of the Court. Bond shall remain in full force and effect for a period of one year or completion of project.

3.4 CONTRACTORS LICENSE. All Bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. The Successful Bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the contract is awarded. The class of license shall be for that type of work or any other classification applicable to the work specified in the contract. Each bidder shall also have experience in the magnitude and type of the work indicated.

- 3.5 Prevailing Wages.** Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentices on public works contracts. Prevailing rates can be obtained by going to the *States Website*. <http://www.dir.ca.gov/>
- 3.6 Bid Security Bond.** ~~Each Bid shall be accompanied by a certified check, cashier's check, or Bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options. Said bond is payable without condition to the Superior Court of California County San Bernardino as a guaranty that the bidder, if awarded the contract, will promptly execute the contract in accordance with the Bid in the manner and form required by these contract documents. The Bid Security shall be forfeited to the Court as liquidated damages in the case of failure or neglect of the bidder to furnish, execute and deliver to the Court the required performance bond, payment bond and evidences of insurance, and to enter into, execute and deliver to the Court the contract on the form provided herewith, within ten (10) days after being notified in writing by the Court that the award has been made and the contract is ready for execution.~~
- 3.7 Payment Bond.** Pursuant to Civil Code 3247, for work involving an expenditure of greater than \$25,000 the Successful Bidder will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract before commencement of work and conforming to the contract documents.
- 3.8 PERFORMANCE BOND.** ~~The Successful Bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract before commencement of work and conforming to the contract documents.~~
- 3.9 ACCESSIBILITY.** The Contractor is responsible for being fully informed regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Contractor shall exercise particular caution to determine that all parts of his work are made quickly and easily accessible.
- 3.10 AUTHORIZED SIGNATURES.** Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work.
- 4.0 AWARD OF BID**
Bid award shall be made to the lowest responsible and responsive bidder. The low bidder will be determined by the lowest responsible bid for the **Total Base Bid** that complies with all the requirements prescribed in the bid documents. The Court reserves the right, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids. Additionally, the Court reserves the right to reject any or all bids.
- 4.1 CLEANUP COST.** Bidder shall include in the bid, all costs for cleanup during performance and upon completion of work on this project. Successful Bidder will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Successful Bidder shall leave entire area in a neat, clean, and acceptable condition as approved by the Court.

- 4.2 COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT.** Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.
- 4.3 COMPLIANCE WITH LAWS.** All bids shall comply with current federal, state, local and other laws relative thereto.
- 4.4 CONTRACT DOCUMENTS EXAMINATION.** It is the responsibility of the Bidder to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all bid forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy himself as to the scope of work, quantity, and quality of work to be performed and materials, labor, supervision, equipment necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Bidder to examine the Contract Documents shall in no way relieve him from any obligations with respect to the bid or contract. The submission of a bid shall constitute an acknowledgment upon which the Court may rely that the bidder has thoroughly examined and is familiar with the contract documents with respect to the bid. No claim will be allowed for failure of bidder to be familiar with all accepts of the project.
- 4.5 DISQUALIFICATION OF BIDDER.** If there is reason to believe that collusion exists among the bidders, the Court may refuse to consider bids from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a bidder is interested. Bidders shall submit as part of their Bid documents the completed Non-Collusion Affidavit provided herein.
- 4.6 EXECUTION OF CONTRACT.** The bid documents including any addendums constituent the contract. The Successful Bidder shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after notice of Award. Failure of the Contractor to execute and return the contract and all required documents within the time allowed, the Court may, at its option, consider that the bidder has abandoned the contract, in which case the bid security bond shall be forfeited by the bidder and become the property of the Court. After the contract has been executed, including the insurance documents, certificates, and bonds. Bidder agrees to commence work after the Notice to Proceed, with the work and fully complete the project within number of completion days allowed from the date of the Notice to Proceed.
- 4.7 EXPERIENCE AND QUALIFICATIONS OF BIDDER.** The Successful Bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Bidder shall also have no less than **(3) years' experience** in the magnitude and the scope of work described. It is the intention of the Court to award a contract to a Bidder who furnishes satisfactory evidence that Contractor has the experience, ability, sufficient capital, and facilities to enable them to do the work successfully and properly, and to complete it within the time specified in the contract. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work specified in the contract documents.

- 4.8 INSURANCE REQUIREMENTS.** Successful Bidder shall acquire and maintain at their expense all insurance described in the bid documents. All insurance shall remain in full force and effect until final project completion and acceptance, as determined by the Court. Within ten (10) calendar days of award of contract, Successful Bidder must furnish the Court with the Certificates of Insurance proving coverage as specified and with an endorsement naming the Court its officers, and agents, Additional Insured. Failure to furnish the required certificates and endorsements within the time allowed will result in withdrawal of award and forfeiture of the Bidder's Bid Security.
- 4.9 PERMITS.** Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract. Upon execution of the contract, the Successful Bidder/Contractor shall obtain any necessary building permits to perform the work.
- 4.10 PRICES.** All bids shall give the prices proposed. All other information requested herein, and shall be signed by the Bidder's authorized representative. Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the bid price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition.
- 5.0 PROTECTION OF PUBLIC.** Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.
- 5.1 SPECIFICATIONS & SITE OF WORK, INSPECTION OF.** It is the responsibility of the Bidder to carefully and personally examine the specifications and site of the proposed work, access to the work, aboveground and underground utilities, buildings, structures or other improvements that may be within the limits of the work or adjacent to the work and which may or may not be shown on the plans, public safety and traffic requirements. Bidders are required to inspect the site of work in order to judge for themselves, by personal examination or by such other means, as they may prefer, of the location and as to the actual conditions of and at the site of work and the proposed work and the nature and extent of the work to be done. No claim will be allowed for additional compensation that is based upon a lack of knowledge of the site conditions.
- 5.2 SUBCONTRACTOR SUBSTITUTION.** The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein by this reference and the Court Purchasing Manager or Representative is authorized to consent to substitutions as provided therein.
- 5.3 TAXES.** Contractor shall pay all federal, state and taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the (The Agency) from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Bid prices shall include allowance for said taxes.

- 5.4 CANCELLATION OF CONTRACT.** Without cause, the Court may cancel this contract at any time with thirty- (30) day's written notice to the supplier/contractor. Cancellation shall be at the discretion of the Court and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of the Purchasing Agent.
- 5.5 CHANGES IN WORK.** The Court may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the Court may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Court. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered
- 5.6 CONTRACT INCORPORATION.** This contract embodies the entire contract between the Court and the Contractor. The complete contract shall include the entire contents of the Notice to Contractors and all pages that make up the bid solicitation, all addenda, all of Bidder's submittals, supplemental agreements, change orders, bond(s), and any written agreements which alter, amend or extend the contract.
- 5.7 COOPERATION BETWEEN CONTRACTORS.** The Court reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Each Contractor involved shall assume all liability, financial or otherwise, in connection with their contract and shall protect and save harmless the Court from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.
- 5.8 COORDINATION WITH AGENCIES.** The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times if needed.
- 5.9 DAMAGE.** The Contractor shall be held responsible for any breakage, loss of the Courts equipment or supplies through negligence of the Contractor or his employee while working on the Court's premises. The Contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The Contractor shall immediately report to the Court any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property to the satisfaction of the Court will be a breach of this contract.
- 5.10 FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Court, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to Acts of God, war, or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.
- 6.0 ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS.** The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and Environmental Health Department.

- 6.1 LAWS GOVERNING CONTRACT.** This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of San Bernardino, in state of California. The parties further stipulate that the county of San Bernardino, California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.
- 6.2 REJECTION OF WORK.** Contractor agrees that the Court has the right to make all final determinations as to whether the work has been satisfactorily completed.
- 6.3 RIGHTS RESERVED.** (a) Rejection of Work. Contractor agrees that the Court has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the Court reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this bid.
- 6.4 WARRANTY.** Successful Bidder shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the Court. Successful Bidder shall repair or replace any inoperable materials or equipment in a timely manner during warranty period at their expense.
- 6.5 BRAND NAMES.** Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are intended to describe and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.
- 6.6 COMPLIANCE WITH OSHA.** Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the buyer harmless for any failure to so conform.
- 6.7 F.O.B. POINT & SHIPPING CHARGES.** All prices shall be quoted F.O.B. destination to worksite.
- 6.8 SAMPLES.** For evaluation purposes, samples may be requested from any bidder. Samples shall be provided at no charge unless bidders have indicated on their bids the charge for samples. The (Agency) reserves the right to consume samples for testing purposes. The (Agency) may retain samples until delivery and acceptance of contracted items. Bidders shall remove samples at their expense.
- 6.9 TESTING.** Random samples may be requested and submitted to a commercial laboratory, or other inspection Agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the Court reserves the right to cancel the award and purchase the goods in the open market at the expense of the vendor.

- 6.10 LIQUIDATED DAMAGES.** Time is of the essence of this contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated *from the* date of the Notice to Proceed through the "Maximum Completion/Delivery Time" indicated by the Successful Bidder/Contractor on his Bid Form for the completion work or delivery of the goods specified. Failure of successful Bidder to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the Court the sum of \$ N/A per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.
- 7.0 PAYMENT BOND_(Labor & Materials).** Pursuant to Civil Code 3247, for work involving an expenditure of greater than \$25,000 the Successful Bidder shall furnish a Payment Bond in an amount equal to one hundred percent of the total amount of the contract prior to commencement of work and conforming to the contract documents. Successful Bidder shall furnish within ten (10) consecutive days after written Notice of Award, a Payment Bond in an amount equal to one hundred percent **(100%)** of the total amount of the contract. Said bond shall be secured from a surety company acceptable to the Court and authorized or licensed by the State of California
- 7.1 ~~PERFORMANCE BOND.~~** ~~Successful Bidder shall furnish within after written notice, a Performance Bond in an amount equal to one hundred percent **(100%)** of the total amount of the contract.~~

Attachment A

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name and street address of the mill, shop or office of each subcontractor who will perform work or labor, or render services to the Contractor in an amount greater than one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

SUBCONTRACTORS LIST <i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
1. SUBCONTRACTOR: License NO. And Class		ITEM OF WORK:
LOCATION/ADDRESS:		
		PHONE:
2. SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
		PHONE:
3. SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		PHONE:
4. SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		PHONE:

If the undersigned fails to specify a subcontractor for any work to be performed under the Contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Court Executive Office a decision on the substitution of subcontractors.

Attachment B

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

By _____
Signature

Title

=====

Attachment C

Scope of Work

Pallet Rack System

Provide all labor, material and services to install Pallet Rack System meeting specifications in compliance to applicable building codes.

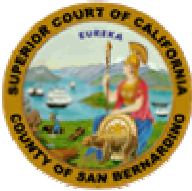
- Provide 31 sections of single units with 5 levels per bay
- 51" deep x 10" high x 9" wide
- Includes three (3) supports under each sheet of 5/8" thick Particle board decking
- Engineering
- Installation
- Freight and delivery of material to site.

Bid Pricing Sheet

Pricing sheet must be completed to consider your bid.

Project	Total Cost
Total Racking Material and Hardware	\$
Total Labor and Installation	\$
Total Engineering	\$
Total Freight or Shipping charges	\$
Any Permit Fees	\$
Applicable Tax	\$
Total Base Bid Amount	\$

BID AGREEMENT DOCUMENT



Bidder Company Name:

Address (Street, City, State, and Zip):

Phone Number:

Fax Number:

E-Mail:

Federal Tax ID:

Persons Name and Title Submitting Bid (signature)

Persons Name and Title (print or type)

Acceptance of Terms

The vendor will be deemed to have accepted such terms, conditions, requirements, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit in writing and include this in their bid submittal indicating modifications or exceptions proposed by the vendor. At the Courts discretion any exception to terms or requirements by vendor, may results in non compliance and rejection of their bid.

The Court may issue purchase order for authorization to proceed with work. Acceptance of purchase order constitutes acceptance of terms and conditions set forth in bid documents.

BIDDERS QUALIFICATIONS

Bidder to provide the following information:

1. Number of years under current business name

_____ (years)

2. References

Provide references of (preferably) government agencies that you have provided same products or services.

<u>Agency Name</u>	<u>Contact</u>	<u>Phone #</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

3. Past Jobs

Provide information on past job similar in scope of work and total cost.

Agency: _____

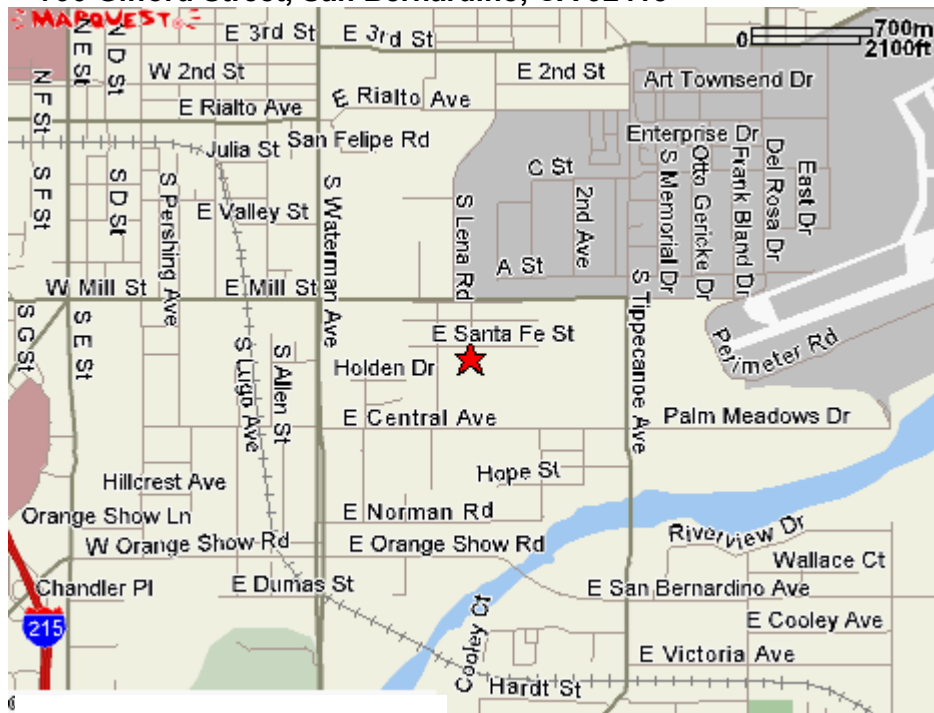
Total Cost: \$ _____

Completion Date: _____

Map

Location of Records Center

790 Gifford Street, San Bernardino, CA 92415



Attachment B

Plan Drawing Layout

Page Left Blank